

S/N 09/740,414



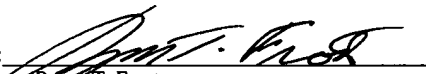
PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Samuel Zellner et al. Examiner: Temica Beamer  
Serial No.: 09/740,414 Group Art Unit: 2681  
Filed: December 19, 2000 Docket No.: 60027.0438US01/BS00031B  
Title: Location Blocking Service from a Wireless Service Provider

CERTIFICATE UNDER 37 CFR 1.8:

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail, with sufficient postage, in an envelope addressed to: Mail Stop AF, Commissioner for Patents, P.O. Box 1450, Alexandria, Virginia 22313-1450 on August 22, 2005.

By:   
Name: Roger T. Frost  
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**TERMINAL DISCLAIMER TO OBVIATE A PROVISIONAL DOUBLE  
PATENTING REJECTION OVER A PENDING SECOND APPLICATION**

Dear Sir:

BellSouth Intellectual Property Corporation, a corporation organized and existing under the laws of the State of Delaware and having its primary place of business at 824 Market Street, Suite 510, Wilmington, Delaware represents that it is the owner of the entire right, title and interest in the instant application, U.S. Patent Application Serial No. 09/740,414, filed on December 19, 2000 and entitled "Location Blocking Service from a Wireless Service Provider" by virtue of assignment recorded at Reel 011797, Frame 0256.

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The owner hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. 154 and 173 as shortened by any terminal disclaimer filed prior to the grant of any patent granted on the pending second Application Number 10/704,775, filed on November 12, 2003, of any patent on the second pending application. The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and any patent granted on the second application are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors, or assigns.

In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 and 173 of any patent granted on the second application, as shortened by any terminal disclaimer filed prior to the patent grant, in the event that any such granted patent: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321, has all claims canceled by a reexamination certification, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as shortened by any terminal disclaimer filed prior to its grant.

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.